SEVA Beauty, LLC v. Vitals I im Inc Doect.

EXHIBIT A – CONSENT JUDGMENT

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

SEVA BEAUTY, LLC)
Plaintiff,)
v.	No. 1:17-cv-02747
VITALSLIM INC., RICHARD RAMOS, and DIANE RAMOS)))
Defendants.)

CONSENT JUDGMENT

This matter is before the Court on Plaintiff SEVA Beauty, LLC's ("SEVA") Complaint for Damages as to its claims against defendants Vitalslim Inc., Richard Ramos, and Diane Ramos (collectively, "Defendants") (Dkt. 1) and the parties' Agreed Motion for Entry of Consent Judgment (Dkt. 6). SEVA and Defendants have agreed in a separate written settlement agreement to finally resolve this litigation, and have agreed to entry of this final Consent Judgment as an essential component of their settlement agreement.

IT IS ORDERED THAT:

- 1. The Court has original subject matter jurisdiction of this action under 28 U.S.C. § 1332 in that this is a civil action between citizens of different States where the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.
- 2. Venue properly lies in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this judicial district and defendants consented in writing to the jurisdiction of and venue in this Court.

3. JUDGMENT is HEREBY ENTERED in favor of SEVA and against Defendants, jointly and severally, in the total amount of \$250,000 for damages arising out of Defendants' breaches of the Franchise Agreement, Sublease, and Guaranty, including lost future royalties owed to SEVA for the remaining term of the Franchise Agreement, rent due to SEVA under the remaining term of the Sublease, and fees and costs incurred by SEVA as a result of defendants' breaches of the agreements.

4. The Court finds that Defendants have consented to the entry of this Consent Judgment and have agreed not to appeal or otherwise attack the validity or enforceability of this Consent Judgment.

5. Any claims for fees (including attorneys' fees) and costs related to this litigation and incurred through the date of entry of this Consent Judgment have been resolved between the parties and are hereby disposed of by this Order. Nothing herein shall be construed to prohibit SEVA from seeking its attorneys' fees and costs in connection with any actions taken to enforce this Consent Judgment in the future.

6. The Court shall retain jurisdiction of this action for the purposes of implementing and enforcing this Consent Judgment.

There being no just reason for delay, the Clerk is directed to enter this Final Judgment forthwith.

IT IS SO ORDERED.	
Dated:	
	United States District Court Judge

STIPULATED AND AGREED TO BY:

Dated: April 13, 2017

SEVA BEAUTY, LLC

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